

AGREEMENT

Agreement between the School District of the City of York ("School District") and Dr. Deborah L. Wortham ("Wortham").

BACKGROUND. School District has offered to employ Wortham, and Wortham has accepted employment, as superintendent of the School District. School District and Wortham believe that it is appropriate and mutually beneficial to set forth in writing their respective understandings relating to the employment of Wortham. School District and Wortham, intending to be legally bound, have therefore entered into this Agreement and agree as follows:

1. **Employment.** School District employs Wortham, and Wortham accepts employment, under the terms and conditions of this Agreement. The election and appointment of Wortham by School District and her employment under this Agreement are conditioned upon Wortham's maintaining throughout the term of this Agreement a valid and current commission and other legal credentials as may be required by law.

2. **Term of Employment.** The term of employment of Wortham pursuant to this Agreement shall commence on July 1, 2011 and shall continue until June 30, 2014 unless terminated sooner pursuant to the provisions of this Agreement.

3. **Duties and Nature of Service.**

- a. Wortham shall be charged with the administration of the schools under the direction of the Board of School Directors. Wortham shall be the Chief Executive Officer of the District and, as such, shall be responsible for:
 - Planning and initiating programs and policies concerning the organizational, operational and educational function of the district as directed by the Board of School Directors with ultimate responsibility for the execution of these programs and policies.
 - Assisting the Board of School Directors in developing short-range and long-range goals and methods for the Board to evaluate the operational effectiveness of the district.
 - Keeping the Board of School Directors informed by written and oral reports as to the operation and needs of the school district.
 - Taking discretionary action in any matters not covered by board policy and reporting such actions to the Board of School Directors with recommendations for policy as necessary in order to provide guidance in the future.
 - Directing the daily operation of the district schools by organizing, supervising and coordinating the school district staff.
 - Arranging for the systematic evaluation of staff by responsible administrators.

- Recommending the employment of, assigning and supervising the work of all employees. Recommending promotion, salary changes, demotion or discharge of any employees rendering unsatisfactory service.
- Establishing internal administrative operational procedures, rules and regulations relating to personnel, collective bargaining, financial disbursements and accounting requirements, equipment/facilities operation and use, food service and staffing requirements.
- Developing effective staff development programs that are linked to the strategic plan and Board of School Directors' goals for the district.
- Communicating directly, or through delegation, all personnel actions by the Board of School Directors to all employees and receives from employees communication to be made to the Board of School Directors.
- Ensuring that district students have equal access to appropriate educational programs, including pupil personnel, extracurricular activities and other supplemental programs deemed necessary.
- Overseeing a timely review of all curricular areas required by law as well as other subjects the Board of Education may require and make recommendations to the Board of School Directors for the improvement of curriculum.
- Recommending to the Board of School Directors any major changes in texts and time schedules to be used in the schools.
- Providing for appropriate methods of teaching, supervision and administration in the schools, as she deems necessary and reporting to the Board of Education any insufficiencies that are found.
- Directing the development of and making recommendations for the yearly operating budget on a timely basis that reflects the needs of the district and the use of district assets and resources.
- Establishing and maintaining efficient procedures and effective controls for all expenditures of school funds in accordance with the adopted budget.
- Making recommendations regarding the need for instructional and non-instructional materials and equipment and recommending plans for improvements, alterations or other changes in the buildings or surrounding grounds.
- Serving as the official spokesperson for the district in providing information to the Board of Education, district employees, the community and other outside groups/agencies on matters affecting the operation of the school district.
- Maintaining directly or through delegation adequate records for the schools, including a system of financial accounts, business and property records,

personnel, school population and scholastic records which are required by law and board policy.

- Interpreting and/or supervising the implementation of all Federal and State laws relevant to education.
 - Performing other duties as deemed necessary and appropriate under the direction of the Board of School Directors.
- b. Wortham shall have a seat on the Board of School Directors and the right to speak on all issues before the Board but shall not have the right to vote. Wortham or her designee shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting those relating to her own employment, and shall serve as advisor to the Board and its committees in all matters affecting the District. The Board and its members, individually, shall promptly refer all criticisms, complaints and suggestions called to its attention to Wortham for study, disposition, or recommendation as is appropriate.
- c. Wortham shall be responsible for the total day-to-day administration of the District subject to officially adopted policies of the Board. All official contacts between Board Members and the staff of the District shall be in accordance with Board Policy. Nothing in this section shall preclude the right of Board Members to exercise their responsibilities as individuals in the areas of monitoring District operations, conducting oversight activities, or visiting schools, as set forth in Board policy or directed by the Board.
- d. Wortham shall devote her working time and best efforts to the performance of her duties as superintendent of School District. Wortham, so long as consistent with performance of her duties, may, with prior consultation with the President of the Board of School Directors, (i) attend seminars, conferences, conventions and other professional development activities necessary for her to maintain a valid superintendent letter of eligibility and related to the duties of her position or the activities of School District and (ii) undertake consultation work, speaking engagements, writing, lecturing, or other professional duties and obligations. Wortham shall not be paid by the School District (unpaid leave) when paid speaking engagements require her to be away from her duties as district superintendent, which speaking engagements shall not exceed 10 days in any year (July 1 through June 30).

4. Compensation.

- a. As compensation for Wortham's services and performance by Wortham of her obligations under this Agreement, School District shall pay to Wortham a salary at the rate of \$139,000.00 per fiscal year (2011-12), payable on School District's customary salary payment dates. The District retains the right to adjust the Superintendent's annual salary during the term of this Agreement and any extension thereof, provided that such adjustment shall not reduce the annual salary in effect at any given time. Any adjustment in salary made during the life of this Agreement or any extension thereof shall be in the form of an amendment which shall become a part thereof. In making any such amendment, it shall not be considered that the District has entered into a new agreement with the Superintendent, nor that the

termination date of this Agreement has been extended. Such salary shall be evaluated annually and shall be increased upon satisfactory or outstanding performance as determined by the Board in the annual performance evaluation as provided in section 6 and in an amount determined at the discretion of the Board of School Directors. In addition, upon attaining mutually agreed upon objectives, Wortham shall be entitled to incentive pay in an amount determined at the discretion of the Board of School Directors.

- b. In addition to the other compensation and benefits provided in this Agreement and except as otherwise provided herein, Wortham shall be provided the same benefits as provided to members of the York City Association of Administrative Personnel in its Act 93 Memorandum of Understanding with the School District of the City of York. Wortham hereby waives her right to receive health care benefits, including dental and prescription coverage, in addition to waiving life and disability insurance coverage. In lieu of receiving these benefits the District shall contribute each year the sum of \$ 8,400.00 into a tax deferred annuity on behalf of Wortham.

- c. In addition to the fringe benefits described in subparagraph (b) above, Wortham shall be entitled to the following benefits:

(i) Automobile Reimbursement. The School District shall reimburse Wortham for travel outside of the School District at the applicable rate of reimbursement authorized by the Internal Revenue Service.

(ii) Conferences and Conventions. School District shall (A) so long as consistent with the performance of her duties and in consultation with the President of the Board of School Directors, provide Wortham with a reasonable amount of release time for Wortham's attendance at national and state conferences and conventions and (B) pay reasonable and necessary costs incurred by Wortham to attend and participate in such conferences and conventions.

(iii) Dues. School District will pay membership fees in community service organizations (for example, Rotary, Kiwanis, Sertoma, etc.) and for membership fees in education associations on behalf of Wortham such as AASA, PASA, ASCD, NCERT, PSBA, NABSE, etc.

(iv) Cell Phone Contribution. School District shall pay to Wortham the sum of \$ 50.00 per month for Wortham's use of her personal cell phone for the conduct of official school district business.

(v) Indemnification. In accordance with, and subject to, the provisions of the Political Subdivision Tort Claims Act, the Board shall defend, hold harmless and indemnify Wortham from any and all demands, claims, suits, actions and legal proceedings brought against Wortham in her individual capacity, or in her official capacity as agent and/or employee of the Board of School Directors and/or School District provided the incident arose while the Superintendent was acting within the scope of her employment. This obligation shall survive the termination of this Agreement.

5. Residence. On or before DECEMBER 31, 2011, Wortham shall establish and maintain a residence within the boundary of the School District throughout the term of this Agreement.

6. Performance Evaluation.

(i) The Board shall evaluate, in writing, the performance of Wortham at least once a year during the term of this contract, no later than October 30 of each year, beginning October 30, 2012, using a mutually agreed upon method as the basis for said evaluation, provided that any assessment system selected shall require the Board of School Directors to speak in one voice by voting as an entire Board (majority vote) rather than "averaging" the feedback of each member regarding each aspect of the evaluation. In the event the Board consensus determines that the performance of Wortham is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to Wortham. Wortham shall have the right to make a written response to the evaluation. The Board's evaluations and Wortham's response(s) shall be totally private and in no manner become public knowledge or conversation. The parties shall have the right to mutually waive a formal performance assessment in any year of the Agreement, provided, however, that Wortham shall not be subject to discipline or discharge on the basis of neglect of duty in a year for which a formal performance assessment was not completed for such year.

(ii) The performance assessment shall be used for the following purposes:

1. To strengthen the working relationship between the District and Wortham and to clarify for Superintendent and individual members of the Board of School Directors the responsibilities the Board relies on Wortham to fulfill;
2. To discuss and establish goals for the ensuing year; and
3. To establish the basis for possible incremental adjustments in the annual salary rate for Wortham.

7. Sabbatical Leave, Professional Development Leave. Wortham acknowledges that her employment under this Agreement, and the salary and benefits to which she is entitled under this Agreement, were agreed upon based upon Wortham's waiving any right to request, or to be granted, a sabbatical leave or long term professional development leave for any reason and Wortham hereby waives any right to request, or to be granted, a sabbatical leave or long term professional development leave.

8. Termination of Agreement.

This Agreement may be terminated upon any of the following events:

- a. Agreement. Mutual agreement of Wortham and the Board of School Directors.
- b. Resignation/Retirement. Resignation or retirement of Wortham.
Wortham may resign at any time provided she gives the Board at least 90 days notice prior to the effective date of the resignation.
- c. Disability of Wortham. In the event Wortham is disabled and unable to perform her duties for a period of three (3) consecutive months, then the School District may, by notice to Wortham given prior to the date Wortham is able to resume performance of her duties, terminate this Agreement.
- d. Termination for Cause. Throughout the term of this contract, Wortham shall be subject to discharge for the reasons specified in Section 1080 of the Public School Code of the Commonwealth of Pennsylvania. The Board shall not arbitrarily or capriciously call for her dismissal and Wortham shall in any event have the right to written charges, notice of hearing, and fair and impartial hearing, all elements of due

process, and the right to appeal to a court of competent jurisdiction. At any such hearing before the Board, Wortham shall have the right to be present and to be heard, to be represented by counsel, and to present through witnesses and testimony relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to Wortham in the event an appeal is taken by Wortham from any action taken by the Board. Wortham shall have the right to be represented by counsel at her sole cost and expenses. Provided, however, should Wortham prevail in any hearing or appeal, the Board shall reimburse her for all legal fees incurred in any action.

e. Death. Death of Wortham.

f. Commission and credentials. Wortham's failure to maintain a valid and current commission and other legal credentials required by law.

9. Waiver of Breach. The waiver by School District of due performance of, or compliance with, any provisions of this Agreement by Wortham shall not operate or be construed as a waiver of due performance or compliance by Wortham thereafter.

10. Severability. If any provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remainder of this Agreement.

11. Headings. The headings in this Agreement are for convenience only and shall not be considered as part of this Agreement.

12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

13. Reappointment. The Board of School Directors shall follow Section 10-1073 of the School Code (24 PS 10-1073) with respect to the reappointment or non-reappointment of Wortham as District Superintendent.

14. Entire Agreement: Modification. This Agreement sets forth the entire understanding of School District and Wortham with respect to the subject matter of this Agreement and supersedes and replaces all prior representations, discussions, understandings or agreements relating to the subject matter of this Agreement. No waiver, change or modification of any of the terms of this Agreement shall be binding unless in writing and signed by both parties to this Agreement.

IN WITNESS WHEREOF, School District and Wortham have signed this Agreement as of June 15, 2011, effective as of July 1, 2011.

SCHOOL DISTRICT OF THE CITY OF YORK

By: 

Samuel Beard, President


Dr. Deborah L. Wortham